

9225 Northwest 45 Street

Sunrise, Florida 33321

(305) 742-9703

Malyne

Vogel

January 7 1995

INVOICE FOR

WALDMAN PUBLISHING CORP.
310 Madison Avenue
New York, NY 10017

Manuscript and diskette for 240-page adaptation of THE INVISIBLE
MAN (includes author biography and contents).....\$2,500

Malyne Vogel

#1388

2/14/95

KEY
OK

F224-99

KEY SC

OK

August 5, 1997

To: Rochelle Larkin
Waldman Publishers

From: Fern Siegel
622 Washington St - #3A
New York, NY 10014

S.S.# 199-50-3291

Re: Pride & Prejudice Adaptation.....\$2,200

My thanks,

Fern Siegel

G227-52

Sc

Alley

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: THE PHANTOM OF THE OPERA

I, the undersigned, understand and agree that Waldman Publishing Corp. (Waldman) has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all paid-for materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all paid-for materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

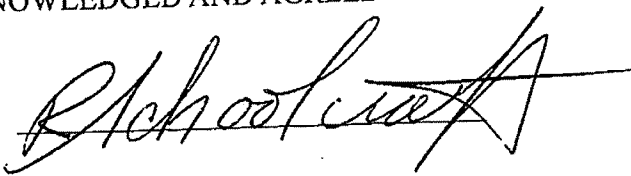
I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the paid-for finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any paid-for work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:



Date:

3/11/04

Printed

Name:

R. SCHOOLCRAFT

Exhibit A

Description of project:

ILLUSTRATIONS IN BLACK AND WHITE LINE ART for I224-62 THE PHANTOM OF THE OPERA

FROM : ED TADIELLO STUDIO

FAX NO. : 201 963 1983

Oct. 28 2003 09:17AM P1

Subj: Re: Work-for-hire agreement
Date: Monday, October 27, 2003 10:25:29 AM
From: maureeng@waldmanpub.com
To: ETadiello@aol.com

Ed,

Please fax this, signed, to (212) 730-9524.

Thanks,

Maureen

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: JANE EYRE

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's

10/27/03

America Online : ETadiello

Page 1

projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

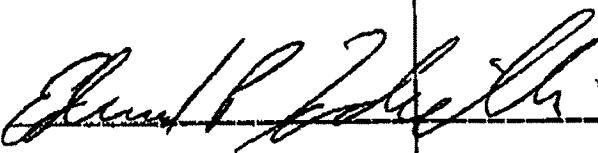
I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

FROM : ED TADIELLO STUDIO

FAX NO. : 201 963 1983

Oct. 28 2003 09:18AM P3

By:
2003

Date: October 27,

Printed

Name:

EDWARD P TADIELLO

Exhibit A

JANE EYRE

----- Headers -----

Return-Path: <maureeng@waldmanpub.com>

Received: from rly-xb02.mx.aol.com (rly-xb02.mail.aol.com [172.20.105.103]) by air-xb03.mail.aol.com (v96.10) with ESMTP id MAILINXB34-933f9d2abf295; Mon, 27 Oct 2003 09:25:29 -0400

Received: from wh2.crusoe.net (wh2.crusoe.net [63.170.88.11]) by rly-xb02.mx.aol.com (v97.7) with ESMTP id MAILRELAYINXB27-933f9d2abf295; Mon, 27 Oct 2003 09:25:04 -0400

Received: from [192.168.3.12] (h-68-167-44-98.NYCMNY83.covad.net [68.167.44.98]) (authenticated (0 bits))

by wh2.crusoe.net (8.11.6/8.11.6) with ESMTP id h9REP3c27370 for <ETadiello@aol.com>; Mon, 27 Oct 2003 09:25:03 -0500

User-Agent: Microsoft-Outlook-Express-Macintosh-Edition/5.02.2022

Date: Mon, 27 Oct 2003 07:19:37 -0500

Subject: Re: Work-for-hire agreement

From: Maureen Guido <maureeng@waldmanpub.com>

To: <ETadiello@aol.com>

Message-ID: <BBC27788.968%maureeng@waldmanpub.com>

In-Reply-To: <1eb.11f8e682.2cce7a99@aol.com>

Mime-version: 1.0

Content-type: multipart/alternative;

boundary="MS_Mac_OE_3150083977_100893_MIME_Part"

X-AOL-IP: 63.170.88.11

X-AOL-SCOLL-SCORE: 0:XXX:XX

X-AOL-SCOLL-URL_COUNT: 0

10/27/03

America Online : ETadiello

Page 3

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: THE PHANTOM OF THE OPERA--ART BY JOSEPH MIRALLES

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:

J Miralles

Date: 01/23/04

Printed

Name:

JOSEPH MIRALLES

SECRET A

Description of project

THE PHANTOM OF THE OPERA-ART BY JOSEPH MIRALLES

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: JANE EYRE-ART BY JOSEPH MIRALLES

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

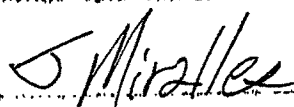
I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supersedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:



Date: 01/23/04

Printed

Name:

JOSEPH MIRALLES

Exhibit A

Description of project

JANE EYRE-ART BY JOSEPH MIRALLES

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: THE HOUSE OF THE SEVEN CABLES--ART BY JOSEPH MIRALLES

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supersedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By: J. Miralles

Date: 01/23/04

Printed Name: JOSEPH MIRALLES

EXHIBIT A

Description of project.

THE HOUSE OF THE SEVEN GARLES- ART BY JOSEPH MIRALLES

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: THE MAN IN THE IRON MASK-ART BY JOSEPH MIRALLES

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

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I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

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I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supersedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:

J. Miralles

Date: 01/23/04

Printed

Name: JOSEPH MIRALLES

Exhibit A

Description of product

THE MAN IN THE TRON MASK--ART BY JOSEPH MIRALLES

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: SHERLOCK HOLMES AND THE CASE OF THE HOUND OF THE HASKERVILLES-ART BY JOSEPH MIRALLES

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

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ACKNOWLEDGED AND AGREED

By:



Date: 01/23/04

Printed

Name: JOSEPH MIRALLES

Exhibit A

Description of project.

SHERLOCK HOLMES AND THE CASE OF THE HOUND OF THE BASKERVILLES-ART BY JOSEPH
BIRCHALL

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: A LITTLE PRINCESS--ART BY JOSEPH MIRALLES

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

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I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

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ACKNOWLEDGED AND AGREED

By: Joseph Miralles

Date: 01/23/04

Printed
Name: JOSEPH MIRALLES

EXHIBIT A

Description of project

A LITTLE PRINCESS-ART BY JOSEPH MIRALLES

233
8765

Jack Kelly
RD 1 - Box 95
Red Hook, NY 12571

914-756-2913

INVOICE

February 6, 1995

Waldman Publishing
310 Madison Ave. - Suite 1406
New York, NY 10017

attn: Ms. Rochelle Larkin

For an adaptation of three stories by Washington Irving, done as
work for hire.

Amount due:

\$2,000.00

F224-45

OK

#7511

3/15/95

233
3-3998

Jack Kelly
RD 1 - Box 95
Red Hook, NY 12571

914-756-2913

INVOICE

July 23, 1997

Waldman Publishing
310 Madison Ave. - Suite 1406
New York, NY 10017

attn: Ms. Rochelle Larkin

For adaptations written as work for hire

DRACULA
KING SOLOMON'S MINES

Amount due:

\$2,200.00
2,200.00

\$4,400.00

G 227 - 57
- 57

SC

AWG

11295
8/15/97

300-05



7126 Via Sendero
Scottsdale AZ 85258

Invoice

Date: *October 17, 1997*

602/ 922-9000

Bill to:

*Waldman Publishing Co. Inc.
310 Madison Avenue
#1406
New York NY 10017-6006*

*78 illustrations for
Alice in Wonderland
@ \$40.00*

#115

227-50
FI
OK

#11599

11/14/97

TOTAL \$ *3,120.00*

Payable Upon Receipt
Thank You

233

Jack Kelly
RD 1 - Box 95
Red Hook, NY 12571

914-756-2913

INVOICE

May 11, 1995

Waldman Publishing
310 Madison Ave. - Suite 1406
New York, NY 10017

attn: Ms. Rochelle Larkin

For a biography of Benjamin Franklin, approximately 25,400 words,
done as work for hire.

Amount due:

\$2,000.00

223-2

SC

30005
A+E

232 4- 9664



SHANNON DONNELLY

500 Hampton Road, Burbank CA 91504-2405

818-566-4190

fax 818-567-0448

Rochelle Larkin
Waldman Publishing
310 Madison Ave.
Suite 1406
NY, NY 10077

23 August, 1995

INVOICE: 3002

Eleanor Roosevelt

\$2,000.00

TOTAL AMOUNT DUE

\$2,000.00

Payable Net 30.

223-5

Sc
A

SS: # 572-15-8796

300.05
A+E

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: 221-1 Baby Animal Adventures/Baby Panda Learn A,B,C With Me

221-2 Baby Animal Adventures/Baby Toucan Learn 1,2,3 With Me

221-3 Baby Animal Adventures/Baby Giraffe Learn Colors With Me

221-4 Baby Animal Adventures/Baby Penguin Learn Shapes With Me

Wey The Cannis Group Inc. understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

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ACKNOWLEDGED AND AGREED

By: Julie Davis for The Canals Group Inc Date: 3/31/06
Printed Name: Julie Davis
President

Exhibit A

Freelance writing, editing and art directing for

- 221-1 Baby Animal Adventures/Baby Panda Learn A,B,C With Me
- 221-2 Baby Animal Adventures/Baby Toucan Learn 1,2,3 With Me
- 221-3 Baby Animal Adventures/Baby Giraffe Learn Colors With Me
- 221-4 Baby Animal Adventures/Baby Penguin Learn Shapes With Me

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: The Original Fun Pad Jumbos
H6804-32 Mountain Climbers

I, PAUL E. NUNN, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

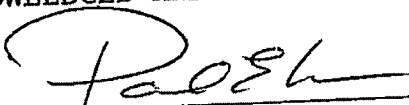
I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by

Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:  Date: 4/12/2006

Printed
Name:

PAUL E. NUNN

Exhibit A

Preparation of drawings for H6804-32 "Mountain Climbers"/The Original
Fun Pad Jumbos

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: The Original Fun Pad Jumbos
H6804-29 KIDS SINGING (Like on American Idol) art

I, Brian Fascino, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the

finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By: Brian Fascino Date:

2/16/06

Printed Brian Fascino
Name: _____

Exhibit A

Preparation of drawings for H6804-29 "Kids Singing
(Like On American Idol)/The Original Fun Pad Jumbos

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: The Original Fun Pad Jumbos
H6804-30 Tropical Fish blowing bubbles or bubble
wand bubbles

I, DELFIN BARRAL, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is

that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:  Date: 01-24-06

Printed Name: DELFIN BARRAL

Exhibit A

Preparation of drawings for H6804-30 "Tropical Fish
blowing bubbles or bubble wand bubbles"/The
Original Fun Pad Jumbos

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: The Original Fun Pad Jumbos
H6804-31 Kids Cooking Show

I, Emmanuel Jose, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

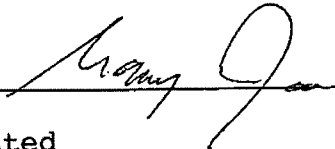
I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by

Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:  Date: 1/25/06

Printed
Name: Emmanuel Jose

Exhibit A

Preparation of drawings for H6804-31 "Kids Cooking Show"/The Original
Fun Pad Jumbos